

SOLICITATION NO.: R9-8-004

PAGE 1 Arizona Department of Public Safety 2102 W. Encanto Blvd., Ste 340 Phoenix, Arizona 85009 PO Box 6638 Phoenix, AZ 85005-6638 (602) 223-2262

Water Management & Treatment Services for DPS Cooling Towers, Chiller Condensers and Boiler Systems

Quotations will be received until 5:00 P.M. MST on: **September 17, 2007** RFQ Number: R9-8-004

Date Published: August 30, 2007

SMALL BUSINESS SUPPLIER QUOTATION - THIS IS NOT A PURCHASE ORDER

Quotations for the materials or services specified herein will be received by the Arizona Department of Public Safety (DPS) Finance Division, 2102 W. Encanto Blvd. P.O. Box 6638 Mail Drop 1330, Phoenix Arizona 85005 until the date and time cited above. Quotations may be Hand Carried, Mailed or faxed (see special instructions section entitled submission of quotations).

Offerors should read this RFQ in its entirety before submitting a quotation along with submitting any and all supplemental information, samples, etc. requested herein for DPS evaluation.

DELIVERY POINT: Phoenix, AZ

PROCUREMENT SPECIALIST: Deborah Paddock

Project Description/Price Sheet

The offeror shall provide all labor, tools, equipment, materials, chemicals, permits, insurance's, all applicable taxes, and all other items of expense necessary to perform ongoing water management and treatment by using existing chemical treatment equipment for all cooling towers, chiller condensers and boiler systems at the following ADPS buildings (all located in Phoenix, Arizona) in accordance with the terms and conditions, scope of work and specifications contained herein for the total lump sum monthly price of:

- State Headquarters Cooling Tower located at 2102 W. Encanto Boulevard.
- Forensic Science Laboratory Cooling Tower and Boiler located at 2323 W. 22nd Avenue.
- East Training Cooling Tower and Boiler located at 2010 W. Encanto Boulevard.
- West Training Chiller Condenser located at 2010 W. Encanto Boulevard.
- Criminal Investigations Chiller Condenser and Boiler located at 2339 N. 20th Avenue.
- Criminal Justice Support Chiller Condenser and Boiler located at 2320 N. 20th Avenue.
- Information Technology Boiler located at 2320 N. 20th Avenue.

Additional Pricing Area: Offerors shall provide pricing below:

Item 1: Hourly rate for <u>additional</u> and <u>urgent</u> service:	\$	/Hou
	(Shall not be us	ed in evaluation)

Shall be used for any additional and urgent service, inclusive of all items of expense including but not limited to labor & travel, rendered between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding weekends and State holidays. Additional service is defined as any service not required by and in addition too the specifications listed herein. Urgent service is defined as any service requiring a contractor response within 48-hours of notification by the contract coordinator and shall be provided during normal business hours.

Item 2: Hourly rate for <u>emergency</u> service: \$_____

(Shall not be used in evaluation)

Shall be used for emergency service, inclusive of all items of expense including but not limited to labor & travel, rendered between the hours of 5:01 p.m. and 6:59 a.m., Monday through Friday, and weekends and holidays. Emergency service is defined as any service determined by ADPS that warrants a contractor response within 2-hours of notification by the contract coordinator.



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SPECIAL INSTRUCTIONS TO OFFERORS

(RFQ) Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

- 1. Special Terms and Conditions;
- 2. Uniform Terms and Conditions (Incorporated herein by reference) -<u>full text version is available for view and</u> download at www.azeps.az/gov in the procurement document section;
- 3. Statement or Scope of Work;
- 4. Specifications;
- 5. Attachments:
- 6. Exhibits;
- 7. Special Instructions to Offerors;
- 8. Uniform Instructions to Offerors (Incorporated herein by reference) <u>full text version is available for download at www.azeps.az/gov in the procurement document section;</u>
- 9. Other documents referenced or included in the Solicitation.

<u>Duty to Examine:</u> It is the responsibility of the Offeror to examine the entire solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting a quotation. Lack of care in preparing a quotation shall not be grounds for modifying or withdrawing a quotation after the due date and time, nor shall it give rise to any Contract claim. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.

Solicitation Contact Person: Inquiries related to this solicitation, including those related to product specifications and/or performance standards shall be directed to the procurement specialist whose name is listed herein or in their absence, designated DPS Finance section personnel. The Offeror shall not contact or direct inquiries concerning this solicitation to other DPS personnel unless specifically instructed herein.

<u>Pre Offer Site Visit:</u> Prospective offerors are invited to attend a site visit tour of the service locations contained herein on September 11, 2007 at 9:00AM MST for the purposes of examining the physical site/work conditions required to ensure the performance of the work is done as specified herein.

Offerors electing to attend the pre offer site visit tour should contact Mr. Rodger Shaver, Central Zone Maintenance Supervisor, at 602-223-2645, at least three (3) business days in advance of the tour to accommodate the request.

Site/Work Investigation: By signing the offer and acceptance form the Offeror acknowledges examination of the work site and/or plans and specifications including but not limited to those related to transportation, disposal, handling and storage of materials, water, electric power, road conditions and any other physical site/work conditions required to ensure the performance of the work is done as specified herein. The Offeror further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials and/or obstacles that may be encountered. Failure by the Offeror to acquaint itself with all available information related to performance of the work as specified herein shall not relive it from the responsibility for estimating properly the difficulty and cost of successfully performing the work as specified herein. DPS shall assume no responsibility for any conclusions

<u>Offerors Business Status:</u> The Offeror should complete the Small, Minority, Woman Owned Business Certification section of the offer and acceptance section contained herein. In the event that this section is not completed, DPS Finance,



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at its sole discretion may request the information from the offeror. If requested, the offeror shall provide the information within 10 days of notification or as specified in the written request. Failure to provide the information within the stated time frame may result in the quotation being deemed non-responsive and therefore not considered for award.

<u>Submission of Quotations</u>: Quotations may be submitted in a sealed envelope or package with the solicitation number and the offeror's name and address clearly marked or sent via facsimile to (602)-223-2944 Quotations must be in the actual possession of the Arizona DPS, Finance Division, 2102 W. Encanto Blvd. P.O. Box 6638 Mail Drop 1330, Phoenix Arizona 85005 on or prior to the date and time cited on the cover page of the RFQ. Envelopes and packages shall be opened to identify contents if they are not clearly identified.

<u>Late Quotations:</u> Quotations received after the due date and time specified herein shall not be considered (A.R.S. 41-2533 & A.A.C. R2-7-B307).

Opening of Quotations: This is an informal procurement therefore quotations shall not be opened publicly.

Evaluation Factors: Offers shall be evaluated on the monthly total lump sum monthly price only. Hourly rates shall not be evaluated.

<u>Contract Award:</u> The agency chief procurement officer shall award a contract to the small business determined to be most advantageous to the state in accordance with the evaluation factors identified herein. Only a small business shall be awarded a contract unless:

- 1. The purchase has been unsuccessfully competed under R2-7-D303,including failure to obtain fair and reasonable prices; or
- 2. The agency Chief Procuremnt Officer has made a written determination that restricting the purchase to small business is not practical under the circumstances.
 - ➤ Small Business Definition: A for-profit or not-for-profit organization, including its affiliates, with fewer than one hundred full-time employees or gross annual receipts of less than four million dollars for the last complete fiscal year (R2-7-101, paragraph 48).

Small, women- or minority-owned businesses are also encouraged to submit quotations.

➤ Minority or Women Owned Business (Definition): A business that is at least 51% minority and/or women owned.

<u>Public Record:</u> All quotations submitted in response to this Request for Quotation shall become the property of the state and shall become a matter of public record, subsequent to the award, as provided for by the Arizona Procurement Code.

I.T. 508 Compliance: Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. §41-2531 and 41- §2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. If the offeror believes that compliance with this requirement poses an Undue Burden, the offeror shall notify the procurement officer in writing at least five days before the offer due date and time.

<u>Federal Immigration Laws, Compliance by State Contractors:</u> By signing the Offer the Offeror warrants that it and all An Equal Employment Opportunity Agency



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proposed subcontractors are in compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirements and shall furnish the statements to the Procurement Officer upon request.

Offshore Performance of Work; Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the offer.

<u>Executive Order 2007-03 Improving Air Quality:</u> By signing the Offer Submittal for, the Offeror agrees to comply with Executive Order 2007-03 as it applies to this project.

Special Considerations: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.



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SPECIAL TERMS AND CONDITIONS

<u>The State's Uniform Terms and Conditions:</u> The States Uniform Terms and Conditions are incorporated herein by reference -full text version is available for view and download at www.azeps.az/gov in the procurement document section.

Eligible Agency: This contract is for the exclusive use of the Arizona Department of Public Safety (DPS).

Contract Type: Firm fixed price term contract.

Pricing: Fixed total lump sum monthly charge.

<u>Term of the Contract</u>: The term of any resultant contract shall commence on the date specified in the contract award/purchase order documents and shall continue for a period of one (1) year thereafter unless terminated, canceled or extended as otherwise provided herein.

Contract Extension (48 Months): The contract shall not bind nor purport to bind the state for any contractual commitment in excess of the original contract period. The State reserves the right, upon mutual agreement between the ADPS and the contractor, to extend the contract period for 4 additional 1 year periods or portions thereof for a total contract term not to exceed 5 years. If such rights are exercised, all terms, conditions and provisions of the original contract shall remain the same and apply during the extension period unless otherwise stipulated.

Ordering Process: The Arizona Department of Public Safety may procure the specific material and/or service awarded by the issuance of a contract release order/purchase order to the appropriate contractor. The contract release order/purchase order for the awarded material and/or service that cites the contract number specified herein is the only document required by DPS to order and the contractor to deliver the material and/or service. All purchases made under this contract shall not exceed the aggregate total of \$50,000.00 as specified under ARS §41-2535.

<u>Safety Standards:</u> All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards

Billing: All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s). Failure to disclose all offered and accepted prompt payment terms on all invoice activities may result in contract cancellation.

Payment: Payment for services rendered under this contract shall be made in arrears. Contractor shall submit an invoice, no later than the tenth day of each month, to the Arizona Department of Public Safety - Finance Section - Mail Drop 1330; P.O. Box 6638, Phoenix, Arizona 85005-6638. The invoice must contain contractor's company name, current Arizona Department of Public Safety purchase order number, contract number and the month/year services were provided. Payments shall be made in accordance with A.R.S. Titles 35 and 41.

<u>Protection of DPS Buildings, Adjacent Structures, Equipment, Grounds and Vegetation:</u> The contractor shall use reasonable care to avoid damaging existing buildings, adjacent structures, equipment, grounds and vegetation at the worksite during the term of the contract. All contractor caused damage shall be repaired or replaced immediately or as



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mutually agreed upon by the contractor and DPS. Repairs and/or replacements shall be subject to approval by DPS. All costs associate with the repair and/or replacement of contractor caused damage shall be borne by the contractor.

Additionally, all cooling tower, chiller condenser and boiler system failures, malfunctions and/or discrepancies shall be immediately corrected at Contractors expense, if caused by Contractors improper use of chemicals, frequency of chemical applications or failure to provide all required services outlined in the Scope of Work/Specification section entitled Required Service Visits.

Should the contractor fail or refuse to make such repairs or replacements within established time frames and or to DPS's satisfaction, the contractor shall be subject to all legal and contractual remedies available to DPS inclusive of, but not limited to, deduction from the contract price, contract cancellation, suspension and/or debarment.

Indemnification: The Contractor shall indemnify, defend, save and hold harmless the State of Arizona and the Department of Public Safety from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

<u>Insurance Requirements</u> The successful contractor shall submit a certificate of insurance in according with the following requirements within the timeframe specified or within 10 days after notice of award if no period is specified. The certificate of insurance must be in the possession of the Arizona Department of Public Safety (DPS) Finance/Purchasing unit.

Contractor and subcontractors shall procure and maintain all applicable taxes until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

<u>Minimum Scope And Limits Of Insurance</u> Contractor shall provide coverage with limits of liability not less than those stated below.



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Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

•	General Aggregate	\$2,000,000
•	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Blanket Contractual Liability – Written and Oral	\$1,000,000
•	Fire Legal Liability	\$ 50,000
•	Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: The State of Arizona and the Arizona Department of Public Safety shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the contractor.

The policy shall contain a waiver of subrogation against the State of Arizona and the Arizona Department of Public Safety for losses arising from work performed by or on behalf of the contractor.

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

The policy shall be endorsed to include the following additional insured language: *The State Arizona and the Arizona Department of Public Safety shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the contractor*, involving automobiles owned, leased, hired or borrowed by the Contractor.

Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

The policy shall contain a waiver of subrogation against the State of Arizona and the Arizona Department of Public Safety for losses arising from work performed by or on behalf of the contractor. This requirement shall not apply to: separately, each contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor Form)

Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona and the Arizona Department of Public Safety wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this contract.



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The contractor's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.

Notice of Cancellation

Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Arizona Department of Public Safety. Such notice shall be sent directly to the Arizona Department of Public Safety - Finance Section - Mail Drop 1330; P.O. Box 6638, Phoenix, Arizona 85005-6638, and shall be sent by certified mail, return receipt requested.

Acceptability of Insurers

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an AA.M. Best@ rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

Verification of Coverage

Contractor shall furnish the Arizona Department of Public Safety with certificates of insurance (Accord Form or equivalent approved by the State of Arizona) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Arizona Department of Public Safety before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the Arizona Department of Public Safety - Finance Section - Mail Drop 1330; P.O. Box 6638, Phoenix, Arizona 85005-6638. The State of Arizona contract number and description shall be noted on the certificate of insurance. The Arizona Department of Public Safety reserves the right to require complete, certified copies of all insurance policies required by this contract at any time. *Do not send certificates of insurance to the State of Arizona=s Risk Management Section*.

Subcontractor

Contractors certificate(s) shall include all subcontractors as insured's under its policies or contractor shall furnish to the Arizona Department of Public Safety separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

Approval

Any modifications or variation from the insurance requirements in this contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

Exceptions

In the event the contractor or subcontractor(s) is/are a public entity, then the insurance requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



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Price Adjustment (Annual): The Arizona Department of Public Safety may review a fully documented request for a price increase at the time of contract extension only (annual). A requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service contractually covered. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process.

- All written requests for price adjustments made by the contractor shall be initiated 90 days in advance of the contract extension date to allow DPS Finance sufficient time to evaluate and disposition the request.
- > DPS, at its sole discretion shall determine whether the requested price increase or an alternate option is in the best interest of the State.

<u>Illegal/Non-Prescription Drugs, Alcohol and Weapons:</u> Illegal/non-prescription drugs, alcohol and weapons (of any type) are not permitted on Arizona Department of Public Safety property (land or building). Any contractor employee possessing illegal/non-prescription drugs, alcohol and/or weapons (of any type) on Arizona Department of Public Safety property shall be immediately removed from the property and not be allowed future access.

<u>Federal Immigration Laws, Compliance by State Contractors:</u> By entering into the contract, the contractor warrants compliance with the Federal Immigration and Nationally Act (FINA) and other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.

The state may request verification of compliance for any contractor or subcontractor performing work under the contract. Should the State suspect or find that the contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension and/or debarment of the contractor. All cost necessary to verify compliance are the responsibility of the contractor.

I.T. 508 Compliance: Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. §41-2531 and 41- §2532 and Section 508 of the Rehabilitation Act of 1973, which required that employees and members of the public shall have access to and use information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Executive Order 2007-03 Improving Air Quality: The Contractor shall comply with Executive Order 2007-03 as it applies to this project.



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SCOPE OF WORK/SPECIFICATION SECTION

The contractor shall provide all labor, tools, equipment, materials, chemicals, permits, insurance's, all applicable taxes, and all other items of expense necessary to perform ongoing water management and treatment by using existing chemical treatment equipment for all cooling towers, chiller condensers and boiler systems at the following ADPS buildings (all located in Phoenix, Arizona) in accordance with the terms and conditions, scope of work and specifications contained herein:

- State Headquarters Cooling Tower located at 2102 W. Encanto Boulevard.
- Forensic Science Laboratory Cooling Tower and Boiler located at 2323 W. 22nd Avenue.
- East Training Cooling Tower and Boiler located at 2010 W. Encanto Boulevard.
- West Training Chiller Condenser located at 2010 W. Encanto Boulevard.
- Criminal Investigations Chiller Condenser and Boiler located at 2339 N. 20th Avenue.
- Criminal Justice Support Chiller Condenser and Boiler located at 2320 N. 20th Avenue.
- Information Technology Boiler located at 2320 N. 20th Avenue.

Upon approval from the ADPS Contract Coordinator and Maintenance Manager, contractor may install additional new chemical treatment equipment at Contractors expense.

CONTRACT COORDINATOR

Mr. Rodger Shaver, Maintenance Coordinator Facilities Maintenance Section Arizona Department of Public Safety (ADPS) 2102 W. Encanto Boulevard Phoenix, AZ 85009 602-223-2645

MANDATORY SCREENING PROCESSES AND CONTRACTOR EMPLOYEE REQUIREMENTS

- 1. Only Contractor employees who have successfully completed a background and driver's license check, both administered by ADPS, shall be authorized to provide service(s) on equipment identified in the contract.
- 2. Contractor employees must have a company photo identification card on their person at all times while on ADPS property. A valid driver's license may be used in lieu of a company identification card.
- 3. Contractor employees shall not conduct any personal or professional business nor be accompanied or visited by any acquaintances (family/friends), outside the Scope of Work of this contract, while on ADPS property.

BUILDING ACCESS:

Contractor employees must sign-in and sign-out with Security personnel during any service visit. Contractor shall immediately notify the Contract Coordinator if access is denied into any building.



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REQUIRED SERVICE VISITS:

- O Contractor shall provide **two (2) service visits per month** for proper water management of all cooling towers, chiller condensers and boiler systems. During each service visit, Contractor shall:
 - Analyze city, recirculation and closed-loop water samples.
 - Verify proper operation of chemical feeders, feed pumps and feed tanks in all systems.
 - Adjust, recharge and replenish required chemicals in <u>all</u> systems to ensure proper operation and PH/biocide/inhibitor levels (to prevent corrosion, slime, algae and/or scale). This requirement includes sodium borate/nitrate treatment for all boiler systems.
 - Calibrate cooling tower blow-down controllers in order to maintain proper cycles of concentrate between service visits.
 - Clean cooling tower recirculation pump suction screens.
 - Adjust cooling tower float valves.
 - Check and adjust bleed-off valves.
 - Clean spray nozzles to ensure even and full circulation.
 - Remove any debris from cooling tower deck basins.
 - Remove all biocide and empty chemical containers from ADPS property.
 - Provide a written report to the Contract Coordinator <u>detailing</u> all services provided during each service visit. The report should include recommendations and required actions to properly maintain and, if possible, improve the performance of each system.
- Four (4) times per year; all cooling tower air deflectors, fill, screens and mist eliminators shall be thoroughly cleaned.
- One (1) time per year; all chiller condensers shall be inspected and chemical cleaning shall be performed to ensure proper operation and efficiency.

SERVICE VISIT TIMES AND DAYS

A service visit (non-emergency) shall be performed between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding weekends and State holidays.



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MATERIAL SAFETY DATA SHEETS (MSDS)

Contractor shall provide Contract Coordinator with a binder containing a current MSDS for all chemicals used by Contractor while on ADPS property.

Contractor while on ADI'S property.				
<u>INSPECTION</u>				
Upon Request of the Contract Coordinator, Contractor shall be present to perform an inspection of any/all systems.				



An Equal Employment Opportunity Agency

Request For Quotation

SOLICITATION NO.: R9-8-004

PAGE 13 Arizona Department of Public Safety 2102 W. Encanto Blvd., Ste 340 Phoenix, Arizona 85009 PO Box 6638 Phoenix, AZ 85005-6638 (602) 223-2262

Water Management & Treatment Services for DPS Cooling Towers, Chiller Condensers and Boiler Systems

Offer & Acceptance Small, Minority, Woman Owned Business Certification Form

This procurement is being issued in accordance with the requirements established under A.R.S. §41-2535, applicable administrative rules and Governor's Executive Order No. 2004-29

In accordance with A.R.S. §41-2535, paragraph B: Any procurement which does not exceed the aggregate dollar amount of less than fifty thousand dollars shall be restricted, if practicable, to small businesses as defined in rules adopted by the director.

<u>Arizona Administrative Rule (A.A.C.) R2-7-101, Definitions, Paragraph 48 defines "Small Business" as</u> a for-profit or not-for-profit organization, including its affiliates, with fewer than one hundred full-time employees or gross annual receipts of less than four million dollars for the last complete fiscal year.

Minority or Women Owned Businesses are those defined as: A business that is at least 51% minority and/or women owned.

Offeror shall certif	y its business statu	is by checking the applica	able box/category listed below		
Small Business		rned Business	Small, Woman Owned Business		
☐ Small Business, African American Own	ed Woman Ow	rned Business, African American	☐ Small, Woman Owned Business, African		
			American		
Small Business, Asian Owned		ned Business, Asian	Small, Woman Owned Business, Asian		
Small Business, Hispanic Owned		ned Business, Hispanic	☐ Small, Woman Owned Business, Hispanic		
Small Business, Native American Owne		rned Business, Native American	Small, Woman Owned Business, Native American		
Small Business, Other Owned		ned Business, Other	Small, Woman Owned Business, Other		
Minority, African American Owned Bu	siness				
Minority, Asian Owned Business					
Minority, Hispanic Owned Business			Non-Profit Organization		
Minority, Native American Owned Bus	iness		Disabled Owned Business		
Minority Owned Business, Other			Non-Small, Non-Minority, Non-Woman Owned		
			agrees to furnish the material, service or construction in		
compliance with all terms, co	onditions, specifications an	d amendments in the solicitation & c	pertifies its business status as one of the above.		
Company Name		Date:			
Address					
Tidaloss					
City, State, Zip					
Name of company personnel author	rized to sign offer				
1 71	C				
Printed Name/Title:		Signature:			
Timed (value) Title.		Signature.			
E 1 1T IDN	т 1	1E 1 11 26 2 3	т 1		
Federal Tax ID No.	Fede	ral Employer Identification N	Number		
Phone No: Fac:	simile No.	E-Mail Address			
	ACCI	EPTANCE OF OFFER			
The Offer is hereby accounted The Co	ntractor is re less 1	to gall the metarials are say in	listed by the attached contract and based are a three		
			s listed by the attached contract and based upon the		
			actor's Offer as accepted by the State. This contract		
shall henceforth be referred to as Contract No The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact					
not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact					
release document or written notice to proceed.					
State of Arizona					
	day of	Year			
Awarueu tilis	day of	1 еаг			
DPS Chief Procurement Officer or Authorized Designee					



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Certificate of Insurance							
PRODUCER		COMPANIES AFFORDING COVERAGE			CURRENT A.M. BEST RATING		
				А			
INSURE	D			В			
				С			
				D			
THIS IS	TO CERTIFY THAT THE POLICIES OF INSURANCE	LISTED BELOW HAVE BEEN IS	SSUED TO THE INSU	RED NAM	ED ABOVE FOR THE POLICY I	PERIOD INDICATED.	
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFI DATE (MM/DD/YY)	ECTIVE	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	(,000)
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE CLAIMS MADE OWNER'S & CONTRACTOR'S PROT. PER PROJECT PRODUCT/COMPLETED OPERATIONS					GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON)	\$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY					COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	\$ \$ \$
	PROFESSIONAL LIABILITY ☐ TYPE ☐ CLAIMS MADE ☐ OCCURRENCE					EACH OCCURRENCE AGGREGATE	\$ \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM					EACH OCCURRENCE AGGREGATE	\$ \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY					STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ \$
	BUILDERS RISK						
	OTHER:						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS: STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSUREDS. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED. IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.							
CERTIFICATE HOLDER/ADDITIONAL INSURED AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY							
State of Arizona		ACTIONALLY REFRESENTATIVE OF THE INSURANCE COMPANY					
Arizona Department of Public Safety P.O. Box 6638 – MD 1330		SIGNATURE					
Dhaaniy Avisana 95005 ((29		DATE:					
ATTN: Debbie Paddock							
An Equal Employment Opportunity Agency							



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End of Solicitation

